



राजपत्र, हिमाचल प्रदेश (असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, वीरवार, 4 जनवरी, 2007/14 पौष, 1928

हिमाचल प्रदेश सरकार

[Authoritative English text of this Department Notification No. Fin-2-C(A)SS/4-3/95, dated 4-12-2006 as required under clause (3) of Article 348 of the Constitution of India].

FINANCE DEPARTMENT
(Directorate of Small Savings)

NOTIFICATION

Shimla-2, the 4th December, 2006

No. Fin-2-C(A)SS/4-3/95-3251-3352.—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor of Himachal Pradesh is pleased to make the Recruitment and Promotion Rules for the post of Peon in the Directorate of Small Savings, Himachal Pradesh as per “Annexure-“A” attached to this Notification, namely :—

1. Short title and commencement.—(1) These Rules may be called the Himachal Pradesh Department of Small Savings, Peon (Class-IV-Non-Gazetted) Recruitment and Promotion Rules, 2006.

(2) These Rules shall come into force from the date of publication in the Rajpatra, Himachal Pradesh.

2. *Repeal and Savings.*—(1) Himachal Pradesh Small Savings Directorate Class-IV Services Rules, 1996 notified *vide* this Department Notification No. Fin-2-C(A)SS/4-3/95 dated 29-11-1996 as amended from time to time are hereby repealed, to the extent these are applicable to the post of Peon.

(2) Notwithstanding such repeal, any appointment made or anything done or any action taken under the rules as repealed under sub-rule 2(i) *supra* shall be deemed to have been validly made or done or taken under these Rules.

By order,

Sd/-
Principal Secretary (Finance).

ANNEXURE "A"

RECRUITMENT AND PROMOTION RULES FOR THE POST OF PEONS (NON GAZETTED) CLASS-IV IN THE DIRECTORATE OF SMALL SAVINGS HIMACHAL PRADESH

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| 1. Name of the post | Peon |
| 2. Number of posts | 3 (Three) |
| 3. Classification | Class-IV (Non-Gazetted) |
| 4. Scale of Pay | Rs. 2520-100-3220-110-3660-120-4140 with initial start of Rs. 2620/- |
| 5. Whether selection post or non-selection post. | Non-Selection |
| 6. Age for direct recruitment | Between 18 years and 45 years : |

Provided that upper age limit for direct recruits will not be applicable to the candidates already in service of the Government including those who have been appointed on *ad hoc* or on contract basis :

Provided further that if a candidate appointed on *ad hoc* basis had become overage on the date when he/she was appointed as such he shall not be eligible for any relaxation in the prescribed age limit by virtue of his such *ad hoc* or contract appointment:

Provided further that upper age limit is relaxable for Scheduled Castes/ Scheduled Tribes/Other Categories of persons to the extent permissible under the general or special order(s) of the Himachal Pradesh Government :

Provided further that the employees of all the Public Sector Corporations and Autonomous Bodies who happened to be Government servants before absorption in Public Sector Corporations/Autonomous Bodies at the time of initial constitution of such Corporations/Autonomous Bodies shall be allowed age concession in direct recruitment as admissible to the Government servants. This concession will not, however, be admissible to such staff of the Public Sector Corporations/Autonomous Bodies who were/are subsequently appointed by such Corporations/Autonomous Bodies and who are/were initially absorbed in the service of such Corporations/Autonomous Bodies after initial constitution of the Public Sector Corporations/Autonomous Bodies.

(1) Age limit for direct recruitment will be reckoned on the first day of the year in which the post(s) is/are advertised for inviting applications or notified to the Employment Exchanges or as the case may be.

(2) Age and experience in the case of direct recruitment relaxable at the discretion of the Recruiting Authority, in case the candidate is otherwise well qualified.

7. Minimum educational and other qualifications required for direct recruit(s)

(a) *Essential* ;
(i) Should be Middle Pass from a recognized Boards/Institutions.

(b) *Desirable Qualification*:

Knowledge of customs manners and dialects of Himachal Pradesh and suitability for appointment in the peculiar conditions prevailing in the Pradesh

8. Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees.

Age : Not applicable.
Educational Qualification : Yes

9. Period of probation, if any

Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and reasons to be recorded in writing.

- | | |
|---|--|
| 10. Method of recruitment, whether by direct recruitment or by promotion, secondment basis transfer and the percentage of post(s) to be filled in by various methods. | 100% by direct recruitment or on Contract basis failing which by transfer from other H. P. Government Departments on the basis of seniority. |
| 11. In case of recruitment by promotion, deputation/transfer, grade from which promotion/deputation/transfer is to be made. | By transfer from amongst the incumbents working in the identical pay scale of this post from the others H. P. Government Departments. |
| 12. If a Departmental Promotion Committee exists, what is its composition? | Not applicable. |
| 13. Circumstances under which the H.P. P. S.C. is to be consulted in making recruitment. | Not applicable |
| 14. Essential requirement for a direct recruitment. | A candidate for appointment to any service or post must be a Citizen of India. |
| 15. Selection for appointment to post by direct recruitment. | Selection for appointment to the post in the case of direct recruitment shall be made on the basis of <i>viva-voce</i> test of recruiting authority so consider necessary or expedient by a written test or practical test, the standard/syllabus, etc. of which will be determined by the recruiting authority. |
| 15.(A) Selection for appointment to the post by contract appointment. | <p>(i) <i>Concept for contract appointment:—</i></p> <p>(a) Under this policy, the Peons in the Department of Directorate of Small Savings, Himachal Pradesh will be engaged on contract basis initially for one year, which may be extended for two more years on year to year basis.</p> <p>(b) The candidates will be selected by advertising the vacant post by the Head of the Department in two leading newspapers.</p> <p>(c) The selection will be made in accordance with the eligibility conditions prescribed in these Rules.</p> <p>(d) Contract appointee so selected under these Rules will not have any right to claim regularization or permanent absorption, in Government job.</p> |

(ii) *Emolument's Payable :*

The Peon appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 3930/- per month which shall be equal to initial of the pay scale+Dearness pay. An amount of Rs. 100/-as per annum increase in contractual amount for the second and third years respectively will be allowed if contract is extended beyond one year.

(iii) *Appointing/Disciplinary Authority :*

Director, Small Savings, Himachal Pradesh will be the appointing and disciplinary authority.

(iv) *Selection Process :*

Selection for appointment to the post in the case of Contract Appointment/recruitment will be made on the basis of *viva-voce* test or if considered necessary or expedient by a written test or practical test the standard/syllabus etc. of which will be determined by the Selection Committee prescribed under these Rules.

(v) *Committee for selection of contractual appointments :*

As may be constituted by the competent authority from time to time. The selection will be made by the Director, Small Savings, Himachal Pradesh by conducting the written/*viva-voce* test of the candidates. The criteria for selection will be based on the distribution of marks given below:—

Sl. No.	Particulars	Marks	Remarks
1.	Marks obtained in Middle	30	30% of the percentage of marks obtained,
2.	Marks obtained in Matric	20	20% of the percentage of marks obtained.

3. Experience in a Government aided institution against the post for which the candidate is being interviewed.	10	Experience less than six months will not be considered, for every six months credit of 2.5 marks will be given subject to the maximum of 10 marks
4. Knowledge of customs, Manner and dialect of H. P. etc.	10	
5. <i>Viva-Voce</i>	30	

(vi) *Agreement :*

After selection of a candidate, he/she shall sign an agreement as per Annexure-B appended to these Rules.

(vii) *Terms and conditions :*

- (a) The contract appointee will be paid fixed contractual amount @3930/- per month which shall be equal to initial of the pay scale + Dearness pay. The contract Appointee will be entitled for annual increase in contractual amount @ Rs. 100/- per annum for second and third years respectively and no other allied benefits such as senior/selection scales etc.
- (b) The service of the Contract Appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.
- (c) Contract appointee shall not confer any right incumbent for the regularization in services at any stage.
- (d) Contract appointee will be entitled for one day casual leave after putting one-month service. This leave can be accumulated upto one year. No leave of any other kind is admissible to the contract

appointee. He/she shall not be entitled for Medical Reimbursement and L. T. C. etc. only Maternity leave will be given as per Maternity Benefit Act, 1961.

- (e) Unauthorised absence from the duties without the approval of the Controlling Officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for contractual amount for the period of absence from duty.
- (f) Transfer of contract appointee will not be permitted from one place to another in any case.
- (g) Selected candidate will have to submit certificate of his/her fitness from a Government/Registered Medical Practitioner. Women candidate, pregnant beyond 12 weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer/Practitioner.
- (h) Contract appointee will be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular Peon.
- (viii) *Right to claim regular appointment:*

The candidate engaged on contract basis under these rules shall have no right to claim for regularization/permanent absorption as Peon in the Department at any stage.

16. Reservation

The appointment to the service shall be subject to orders regarding reservation in the services for Scheduled Castes/Scheduled Tribes/Other Backward Classes/Other categories of persons issued by the Himachal Pradesh Government from time to time.

18. Powers to relax

Where the State Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing, relax any of the provisions of these rules with respect to any class or category of persons or posts.

ANNEXURE-B

FORM OF CONTRACT/AGREEMENT TO BE EXECUTED BETWEEN THE PEON AND THE GOVERNMENT OF HIMACHAL PRADESH THROUGH DIRECTOR, SMALL SAVINGS HIMACHAL PRADESH

This agreement is to made on this.....day of.....in the year.....
Between Shri/Smt./Miss.....s/o d/o w/o Shri.....
r/o.....Contract appointee (here-in-after called the FIRST PARTY) and The Governor, Himachal Pradesh through Director, Small Savings, Himachal Pradesh (here-in-after the SECOND PARTY).

Whereas, the second party has engaged the aforesaid First Party and the First Party has agreed to serve as Peon on contract basis on the following terms and conditions:—

1. That the First Party shall remain in the service of the Second Party as a Peon for a period of 1(one) year commencing on day of.....and.....ending on the day of.....It is specifically mentioned and agreed upon by both the parties that the contract of the First Party with Second Party shall *ipso-facto* stand terminated on the last working day i. e. on.....and information notice shall be necessary.
2. The contractual amount the First Party will be Rs. 3930/-per month. He/She will be entitled increase Rs. 100/- for second and third years respectively and no other allied benefits such as senior/selection scales etc.
3. The service of First Party will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good.
4. The contractual appointment shall not confer any right to incumbent for the regular service at any stage.
5. Contractual Peon will be entitled for one day casual leave after putting one month service. This leave can be accumulated up to one year. No leave of any kind is admissible to the contractual Peon. He will not be entitled for Medical Reimbursement and L. T. C. etc. only Maternity leave will be given as per Rules.
6. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. A contractual Peon will not be entitled for contractual amount for the period of absence from duty.
7. Transfer of a Peon appointed on contract basis will not be permitted from one place to another in any case.
8. Slected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medicial Practitioner. In case a women candidate, pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over.

women candidate shall be re-examined for fitness from an authorized Medical Officer/Practitioner.

9. Contract Peon shall be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular Peon.
10. The Employees Group Insurance Scheme as well as E.P.F /G.P.F. will not be applicable to the contractual appointee(s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the.....day, Month.....and, year.....first above written.

In the Presence of Witness :

1
.....
(Name and full Address).

Signature of the FIRST PARTY.

2.
.....
(Name and full Address).

In the Presence of Witness :

1.
.....
(Name and full Address).

Signature of the SECOND PARTY

2.
.....
(Name and full Address).

